

Exhibit Book Supplements
Exhibits 10 and 25

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
W. R. GRACE & CO., et al.¹) Case No. 01-1139 (JKF)
) Jointly Administered
Debtors.)
)

EXHIBIT BOOK

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby file this exhibit book (the "Exhibit Book") in conjunction with the filing of the *Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code of W. R. Grace & Co., et al., The Official Committee of Asbestos Personal Injury Claimants, the Asbestos PI Future Claimants' Representative, and the Official Committee Of Equity Security Holders Dated as of September 19, 2008* (as it may be amended or supplemented, the "Plan") and accompanying disclosure statement (as it may be amended or supplemented, the "Disclosure Statement"). The Exhibit Book contains the following documents:

<u>Document Title</u>	<u>Exhibit/ Tab No.</u>
Joint Plan of Reorganization.....	1
Asbestos PI Trust Agreement	2
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¹ The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co.-Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace 11, Inc., Creative Food 'N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., G C Limited Partners I, Inc. (f/k/a Grace Cocoa Limited Partners I, Inc.), G C Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc., GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal 11, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
W. R. GRACE & CO., *et al.*¹) Case No. 01-01139 (JKF)
) Jointly Administered
Debtors.)
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**EXHIBIT 10 TO EXHIBIT BOOK
COOPERATION AGREEMENT**

EXHIBIT 10

Attached.

¹ The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co. Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food 'N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., GC Limited Partners I, Inc., (f/k/a Grace Cocoa Limited Partners I, Inc.), GC Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc. GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation., W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (F/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

W.R. GRACE ASBESTOS PERSONAL INJURY SETTLEMENT TRUST

[insert date]
[To be executed and delivered on the Effective Date]

W.R. Grace & Co.
Attn: General Counsel
7500 Grace Drive
Columbia, Maryland 21044

Re: Cooperation Agreement Between the W.R. Grace Asbestos Personal Injury Trust (the “**Asbestos Trust**”) and the Grace Reorganized Debtors

Dear Counsel:

Pursuant to the Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of W.R. Grace & Co., *et al.*, the Official Committee of Asbestos Personal Injury Claimants, the Asbestos PI Future Claimants’ Representative, and the Official Committee of Equity Security Holders, as may be amended or modified (the “**Plan**”), this letter sets forth the agreement between the Asbestos Trust and the Reorganized Debtors regarding the Asbestos Trust’s access to certain Documents (as defined herein) pertaining to Asbestos PI Claims and certain related facilities maintained by the Debtors during their Chapter 11 Cases and thereafter by the Reorganized Debtors as provided herein (the “**Cooperation Agreement**”).¹

1. As used in this Cooperation Agreement, the term “**Document**” means any written record or electronically-stored information, including any writings, drawings, graphs, charts, photographs, sound recordings, images, and other data, data compilations, or databases.

2. Under the procedures set forth in this Cooperation Agreement, the Reorganized Debtors shall provide, or cause to be provided, to the Asbestos Trust all Documents described below that are within the possession, custody, or control of the Reorganized Debtors, including responsive Documents held on their behalf by any of the Reorganized Debtors’ Affiliates or Representatives. The Reorganized Debtors acknowledge and represent that they have succeeded to possession, custody, or control of the responsive Documents that the Debtors maintained during their Chapter 11 Cases, and those that were held on the Debtors’ behalf by their Representatives during the Chapter 11 Cases.

3. The Asbestos Trust shall be entitled to the following Documents under the procedures set forth in this Cooperation Agreement:

¹ All capitalized terms not otherwise defined herein have the meanings defined in the Plan. As used in this Cooperation Agreement, the term “**Debtors**” refers to the debtors and debtors-in-possession in the jointly-administered bankruptcy cases styled In re W.R. Grace & Co., et al., Case No. 01-1139 (JKF) (Bankr. D. Del.), together with all of their predecessors-in-interest. As defined in more detail in the Plan, “**Asbestos PI Claims**” refers to certain claims against the Debtors.

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- (a) In the course of defending Grace in pre-petition asbestos personal injury and property damage lawsuits, Grace collected all known Documents responsive to discovery requests in those lawsuits in a document archive in Boston, Massachusetts. Non-privileged Documents in that archive have been made available to counsel for the Official Committee of Asbestos Personal Injury Claimants and the Asbestos PI Future Claimants' Representative in the estimation proceedings in the Chapter 11 Cases. The Reorganized Debtors agree to continue to maintain those non-privileged Documents in the Boston archive and to make them available for review and copying by the Asbestos Trust;
- (b) Grace also created during the course of defending pre-petition asbestos personal injury and property damage lawsuits a coded "Searchlink" database of documents relating to Grace's manufacture and sale of asbestos-containing products (including product invoices and other sales records) produced in those lawsuits. The Reorganized Debtors will provide to the Asbestos Trust (i) a copy of that database and (ii) user names, passwords and instructions to enable the Asbestos Trust to utilize the associated software search mechanism;
- (c) In the course of defending and settling pre-petition asbestos personal injury claims, Grace maintained a collection of personal injury claims files at its Boca Raton, Florida office, and at off-site storage facilities in Florida. Those personal injury claim files typically included the complaint or other form of written claim, and for settled claims, the claims files included exposure affidavits and/or other documentation of the alleged exposure to Grace's asbestos containing products and medical records of the alleged injury resulting from that exposure, and evidence of the disposition of the claim. Grace also maintained a Claims Management System ("CMS") computer database of those personal injury claims, and issued Monthly Asbestos Litigation Summaries ("MALS"). The Reorganized Debtors agree to maintain these Boca Raton personal injury claims files, the CMS database of personal injury claims and the MALS and to make them available to the Asbestos Trust for inspection and on-site copying;
- (d) In order to assist the Asbestos Trust with its insurance recovery efforts, Grace either has provided or the Reorganized Debtors agree to provide to the Asbestos Trust the following compilations to the extent that they already exist and are readily available and the following Documents to the extent they exist and are readily available:
 - (i) Contact information for the insurance companies with whom Grace has corresponded over the years

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to the extent Grace already has this information assembled;

- (ii) Correspondence files with the insurance companies, brokers, or other entities regarding insurance coverage for asbestos liabilities, including all Documents relating to settlement of insurance coverage claims for asbestos liabilities;
- (iii) Information with respect to past expenses maintained in the CMS system that were used to separate indemnity costs from defense costs;
- (iv) Grace has already provided documents describing Grace's allocation program and coverage-in-place agreement policy registers for all settled carriers;
- (v) All computer programs relating to Grace's asbestos insurance allocation models;
- (vi) Support for the "Impairment of Limits" spreadsheet and the "Policy Register Estimated Erosion Amounts By Insurer Coverage In Place Agreements" worksheet and all other data relating to the exhaustion or impairment of the limits of Grace's liability insurance policies;
- (vii) Correspondence reflecting notice of asbestos claims and demands for payment of asbestos claims, specifically including: Grace's notification to its insurers of its filing for Chapter 11;
- (viii) Grace will provide written authorization for the Asbestos Trust to obtain access to (a) any Grace insurance files maintained by its former broker Marsh and (b) the insurance files and insurance related memos and pleadings maintained or stored by Grace's previous insurance recovery counsel;
- (ix) An Excel spreadsheet showing the asbestos insurance receipts and a copy of the programming source code for the administration of the coverage-in-place agreements; and
- (x) Grace has already provided copies of all liability insurance policies issued pre-petition to the Debtors.

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- (e) The Reorganized Debtors shall provide to the Asbestos Trust copies of all Documents pertaining to any supersedeas bonds or similar assurances of payment posted and outstanding as of the commencement of the Chapter 11 Cases with respect to any judgment entered against any of the Debtors on an Asbestos PI Claim;
- (f) The Reorganized Debtors shall provide to the Asbestos Trust copies of all databases of ballots submitted in the Chapter 11 Cases for Class 6 Claims, including imaged copies of all such ballots and all databases and compilations created for the Bankruptcy Court regarding voting; and
- (g) The Reorganized Debtors shall provide to the Asbestos Trust copies of all Documents previously produced by Grace in connection with the asbestos personal injury estimation during the Chapter 11 Cases.

4. The Asbestos Trust shall also be entitled to access to the facilities referred to in Paragraph 3 above relating to the above-described Documents, under the procedures set forth in this Cooperation Agreement. More specifically, the Reorganized Debtors shall provide the Asbestos Trust with:

- (a) access at reasonable times to all physical repositories (“**Repositories**”) of the Documents identified in Paragraph 3 herein for the purpose of inspecting or copying such Documents;
- (b) copies of any electronic and paper indexes of the above-described Documents maintained in such Repositories; and
- (c) permission to copy, or cause the copying of, any and all Documents located or stored in such Repositories, including permission to remove any and all Documents from such Repositories for the purpose of copying or causing the copying of any and all such Documents.

5. Within thirty (30) calendar days after receipt of a written request, the Reorganized Debtors shall provide the Asbestos Trust with (a) copies of any Documents described in Paragraph 3 above, and (b) access to any Repository described in Paragraph 4 above. When providing such Documents or access, the Reorganized Debtors shall also provide the Asbestos Trust with any available electronic and paper index that identifies or describes the contents of any disc, database, or box of Documents provided, and all digital collections of such Documents. To the extent any Documents in digital form are stored in a format with full text or other searchable capabilities, the Reorganized Debtors shall provide any and all search engines, software and programs to fully enable all potential search functions. Any responsive Document that consists of a database or data compilation in electronic or digital form shall be produced in computer-readable format and shall include descriptions of data tables and fields used in the database or compilation.

6. Beyond the Documents to be provided or made available to the Asbestos Trust by the Reorganized Debtors hereunder, the Reorganized Debtors will cooperate with the Asbestos

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Trust in the Asbestos Trust's insurance coverage recovery and actions. The Reorganized Debtors will provide reasonable access to the Reorganized Debtors' personnel for interviews, depositions and trials if necessary. The Reorganized Debtors will authorize and encourage the cooperation of the Reorganized Debtors' defense counsel and consultants to provide their insurance related documents to the Asbestos Trust and to make themselves reasonably available for interviews, depositions and trials in insurance coverage recovery proceedings if necessary, compensation for which will have to be agreed upon by the Asbestos Trust and the respective defense counsel and consultants.

7. Within thirty (30) calendar days after the execution of this Cooperation Agreement, the Reorganized Debtors shall identify to the Asbestos Trust in writing its present and former agents or Representatives who likely have significant knowledge about the Documents or subject matters described in Paragraph 3 above (the "**Designated Representatives**"). Upon request by the Asbestos Trust, the Reorganized Debtors shall use commercially reasonable efforts to make the Designated Representatives available to the Asbestos Trust, including, without limitation, (a) those Designated Representatives whose knowledge and familiarity with the Documents might enable the Asbestos Trust to utilize the Documents more effectively and/or more efficiently and (b) those Designated Representatives whose information may be necessary to authenticate or prove the chain of custody for admissibility purposes in court or other proceedings. To the extent that the Reorganized Debtors have the ability to direct any Designated Representative or other agent or officer to cooperate with the Asbestos Trust, the Reorganized Debtors agree to do so. The Asbestos Trust shall reimburse the Reorganized Debtors for all lost time and reasonable expenses incurred in making such persons available, including but not limited to reimbursement for the Designated Representatives' fees or pro rata salary. Compensation for lost time shall be at rates mutually agreed upon by the Asbestos Trust and the Reorganized Debtors. The Reorganized Debtors shall not take any action intended to dissuade any person from cooperating with the Asbestos Trust. The Reorganized Debtors do not object to the Asbestos Trust contacting its former officers and employees and/or third parties, and the Reorganized Debtors agree to provide any available contact information for such persons as may be requested by the Asbestos Trust.

8. If at any time a Reorganized Debtor decides to terminate the employment or retention of a Designated Representative, the Reorganized Debtor shall provide the Asbestos Trust with at least fourteen (14) days' advance notice of such termination, in which event, at the sole option and request of the Asbestos Trust, the Reorganized Debtors and the Asbestos Trust shall confer in good faith to negotiate, if possible, an arrangement whereby a Reorganized Debtor will continue the employment or retention of the Designated Representative at the expense of the Asbestos Trust; *provided, however*, that nothing in this Cooperation Agreement shall preclude or bar the Asbestos Trust from separately retaining the services of a Designated Representative as a consultant or advisor to the Asbestos Trust after the Designated Representative's employment or retention with any of the Reorganized Debtors has been terminated or otherwise concluded.

9. In responding to the Asbestos Trust's requests pursuant to Paragraphs 1 through 8 above, the Reorganized Debtors shall provide the Asbestos Trust with a written certification that they have used their reasonable efforts to comply with those requests, or, if unable to so comply,

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shall provide a written explanation of reasons. Except as expressly provided in this Cooperation Agreement, nothing herein shall be interpreted as requiring the Reorganized Debtors to create any new Documents or to update or revise any of the information described herein.

10. The Asbestos Trust shall reimburse the Reorganized Debtors for all reasonable costs and expenses that any of the Reorganized Debtors incur on or after the date of execution of this Agreement in complying with the Asbestos Trust's requests for access to Documents or Repositories under this Cooperation Agreement, including the out-of-pocket expenses of making copies of any Documents at the Asbestos Trust's request; *provided, however,* that the Reorganized Debtors shall maintain the Documents and the Repositories at their own expense for the duration of this Cooperation Agreement, subject to the provisions of Paragraph 16 hereof regarding the right of the Reorganized Debtors to provide the Asbestos Trust with one hundred eighty (180) days' advance written notice with respect to Documents and/or Repositories that the Reorganized Debtors wish to dispose of or destroy and the right of the Asbestos Trust to then take possession of such Documents and/or Repositories at its own expense.

11. The Asbestos Trust shall use the Documents and information provided under this Cooperation Agreement only for purposes of (a) its processing, resolution, and defense of Asbestos PI Claims channeled to the Asbestos Trust under the Plan; (b) its pursuit of the Asbestos Trust Causes of Action; (c) its pursuit of the Asbestos Insurance Rights; and (d) settlement discussions with any Asbestos Insurance Entity; provided, however that the Asbestos Trust may share the Documents and information with the holders of the Asbestos PI Claims. Notwithstanding any other provision of this Agreement, under no circumstances shall documents provided pursuant to this Agreement be used by the Asbestos Trust as a basis for or in support of any claim against the Reorganized Debtors. Subject to the non-waiver provisions of paragraph 13 below, the preceding sentence shall not preclude the Asbestos Trust, in any future litigation against the Reorganized Debtors, from seeking discovery of any document or information provided pursuant to this Agreement.

12. Neither the Reorganized Debtors nor any of their Representatives shall have any liability to the Asbestos Trust or its Representatives arising out of or relating to the use of the Documents or any errors or omissions resulting therefrom; *provided, however,* that such exculpation shall not pertain to any breach by any of the Reorganized Debtors of the duties created by this Cooperation Agreement or any of the Plan Documents.

13. By entering into this Cooperation Agreement, and providing the Asbestos Trust with access to or copies of the Documents, the Reorganized Debtors are not waiving any attorney-client privilege pertaining to the Documents; *provided, however,* that the retention of such privilege shall neither inhibit nor prevent the Reorganized Debtors from fulfilling their obligations hereunder. Nevertheless, to enable the Asbestos Trust to fulfill the purposes outlined in Paragraph 10 above, the Reorganized Debtors hereby waive any work product immunity or privilege that might attach to any of the Documents or information described in Paragraph 3 above, including, without limitation, Documents containing attorney mental impressions or trial preparation materials. Notwithstanding any other provision of this paragraph or this Agreement, nothing in this Agreement shall waive any attorney-client privilege or work product immunity for documents related to asbestos property damage claims or lawsuits.

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14. This Cooperation Agreement is the entire agreement between the Asbestos Trust and the Reorganized Debtors with respect to the subject matter hereof, and supersedes all prior representations and agreements between the parties as to such subject matter. Any modification, waiver, or amendment of any provision of this Cooperation Agreement must be in writing and signed on behalf of the Asbestos Trust and the Reorganized Debtors, and no waiver of any term or breach of this Cooperation Agreement shall be deemed a waiver of such term for the future or any subsequent or other breach hereof. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege hereunder. This Cooperation Agreement, and the terms hereof, shall be binding upon each of the Reorganized Debtors, the Asbestos Trust, and each of their respective successors and assigns. Should there be any litigation with respect to the Asbestos Trust's access to Documents or information under this Cooperation Agreement in which the Asbestos Trust prevails, the Reorganized Debtors (or each of their successors or assigns, as the case may be) shall reimburse the Asbestos Trust for its reasonable attorneys' fees and costs.

15. This Cooperation Agreement shall be construed in accordance with the laws of the State of Delaware, without regard to any conflict of law principles.

16. This Cooperation Agreement shall expire on December 31, 2020, unless renewed in writing at least one hundred and twenty (120) days prior thereto by mutual consent of the parties; *provided, however,* that the Reorganized Debtors, their successors, and assigns shall remain obligated to provide the Asbestos Trust with access to the Documents and Repositories for as long as such entities remain in possession or control thereof; and *provided, further,* until the expiration date of this Cooperation Agreement, the Reorganized Debtors, their successors, and assigns shall not dispose of or destroy the Documents or Repositories without providing at least one hundred and eighty (180) days' advance written notice to the Asbestos Trust, within which one hundred and eighty (180) day period the Asbestos Trust shall be entitled to take possession of the Documents at its own expense.

17. The following rules of construction shall apply to this Cooperation Agreement:

- (a) the words "include," "including," and any variation thereof are not limiting;
- (b) the word "or" is not exclusive;
- (c) the word "and" includes "or"; and
- (d) the plural includes the singular, and vice-versa.

18. Notices hereunder shall be sent for overnight delivery either by courier or certified mail, return receipt requested, addressed to:

- (a) If to the Asbestos Trust:

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[insert name and address]

with copies to the following Representatives:

[insert name and address]

(b) If to the Reorganized Debtors:

[insert name and address]

with copies to the following Representatives:

[insert name and address]

Please acknowledge your agreement to the terms of this Cooperation Agreement by signing in the space provided below, and returning one copy of the signed Cooperation Agreement to the Asbestos Trust, whereupon this Cooperation Agreement shall become a binding agreement between the Asbestos Trust and the Reorganized Debtors.

Very truly yours,

Trustee

Trustee

Trustee

AGREED AND ACCEPTED:

this ____ day of _____, 20__, by:

THE REORGANIZED DEBTORS

W.R. GRACE & CO., on behalf of itself and its subsidiaries
and affiliates that are Reorganized Debtors under the Plan

By: _____

Name:

Title:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
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W. R. GRACE & CO., *et al.*¹) Case No. 01-01139 (JKF)
) Jointly Administered
Debtors.)
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**EXHIBIT 25 TO EXHIBIT BOOK
CASE MANAGEMENT ORDER FOR ASBESTOS PROPERTY DAMAGE CLAIMS**

EXHIBIT 25

Attached.

¹ The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co. Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food 'N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., GC Limited Partners I, Inc., (f/k/a Grace Cocoa Limited Partners I, Inc.), GC Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc. GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation., W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (F/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
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W. R. GRACE & CO., et al.)	Case No. 01-01139 (JKF)
)	(Jointly Administered)
Debtors.)	
)	

**CASE MANAGEMENT ORDER FOR
ASBESTOS PROPERTY DAMAGE CLAIMS**

This Case Management Order provides procedures for the resolution of all Asbestos PD Claims.

- I. The procedures with respect to Asbestos PD Claims filed prior to the Bar Date shall be as follows:
 - A. Asbestos PD Claims which were filed as of the Bar Date and which are unresolved as of the Effective Date will be adjudicated in accordance with the Amended Order Setting Deadlines Regarding Objections to Asbestos Property Damages Claims, entered by the Bankruptcy Court on _____, 2008 (Dkt. No. _____) ("Amended Order") and attached hereto as Exhibit A.
 - B. With respect to any and all Asbestos PD Claims which were filed as of the Bar Date and have been disallowed and expunged by the Bankruptcy Court and for which the claimants have filed appeals, which appeals are pending as of the Effective Date:
 2. The appeals shall proceed to completion.
 3. The Anderson Memorial class claims (Nos. 09911 and 09914) shall remain inactive unless and until there is a final, appealable order with respect to the Anderson Memorial individual claim (No. 011008).
 4. Claims for which appeals are successful, resulting in reversal of the Bankruptcy Court order(s) disallowing and expunging the claims, shall be subject to the procedures set forth in Section II.C through II.E below.

II. The procedures with respect to Asbestos PD Claims filed after the Effective Date shall be as follows:

A. Proof of Claim:

1. A claimant will file a claim with the Asbestos PD Trust on a PD proof of claim form that requests the same information requested on the court-approved Asbestos PD Proof of Claim form used in connection with the March 31, 2003 Bar Date and also requests the following information:
 - (A) Did the claimant own the property on the Bar Date? If not, who owned the property on the Bar Date?
 - (B) Provide an estimate of the total square footage of Grace asbestos-containing product installed in the building.
 - (C) When did the claimant first learn of W.R. Grace's bankruptcy proceeding?
 - (D) Identify all newspapers and magazines to which the claimant has subscribed.
 - (E) Has the claimant ever been in contact with an attorney regarding W.R. Grace asbestos claims? If so, when?
 - (F) What is the dollar amount of the claimant's claim
2. The claims forms shall be maintained by a claims processing agent.
3. Class action claims shall not be permitted.

B. Discharge and Authority:

1. Within 60 days of receipt of the proof of claim, Grace will request any additional information it believes is necessary to evaluate (a) whether the claim has been discharged because it is a claim that should have been filed by the Bar Date and/or (b) if the proof of claim was filed by an attorney, not an individual claimant, whether the attorney had authority to file the claim.
2. Within 60 days of receiving such request(s) from Grace, the claimants shall provide to Grace the requested information.
3. Within 120 days of receipt of such information from the claimant, Grace shall file in the Bankruptcy Court any motion to expunge the claim based on discharge of the claim and/or lack of authority. The motion shall be

heard and decided under the appropriate governing Bankruptcy Court rules and procedures.

C. Pre-Trial Litigation: Any claims that have not been discharged and for which authority has been determined shall be referred to the Bankruptcy Court for pre-trial proceedings under the appropriate Federal Rules of Civil Procedure.

1. Within 30 days of the Bankruptcy Court's determination that the claim has not been discharged and has been authorized (if authority was litigated), the claimant shall file a complaint in the District Court and shall attach the proof of claim as an exhibit.
2. Within 30 days, Grace shall file a responsive pleading.
3. The Bankruptcy Court shall then adjudicate a summary judgment phase under the applicable Federal Rules. Grace and the claimant may seek discovery under the Federal Rules and file summary judgment motions. The Bankruptcy Court shall have full ability to employ Rules 16 and 42 and *Daubert* proceedings.
4. At the conclusion of the pre-trial phase, absent agreement of the parties, the Bankruptcy Court shall certify that the pre-trial proceedings have been concluded.

D. Settlement and ADR:

1. Nothing in this Case Management Order shall prevent the parties from engaging in settlement discussions at any time.
2. Following the conclusion of the pre-trial proceedings, there shall be a specific time period for settlement and alternative dispute resolution. Absent other agreement between Grace and the claimant, this period shall be six months.
3. Grace and the claimant may request information that would assist in resolving the claim through settlement or ADR.

E. Trial:

1. For claims that are not resolved through settlement or ADR, the reference to the Bankruptcy Court is withdrawn and the claims shall proceed to trial in the District Court.
2. All appropriate Federal Rules of Civil Procedure shall apply.

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
W. R. GRACE & CO., et al.)	Case No. 01-01139 (JKF)
)	(Jointly Administered)
Debtors.)	
)	
)	

**AMENDED ORDER SETTING VARIOUS DEADLINES REGARDING
ASBESTOS PROPERTY DAMAGE CLAIMS**

On October 13, 2006, the Court entered a revised Scheduling Order (Docket No. 13406) to adjudicate Debtors' 15th Omnibus Objections (Substantive) to the nearly 4000 Asbestos Property Damage Claims that had been filed against Debtors in these proceedings. Most of those Asbestos Property Damage Claims have since been resolved. Of the nearly 4000 Asbestos Property Damage Claims initially filed, there remain 37 Asbestos Property Damage Claims that, as of this date, have not been resolved. A list of the unresolved Asbestos Property Damage Claims is attached to this Order as Exhibit A. With respect to these Asbestos Property Damage Claims, the Court hereby enters this revised Scheduling Order.

WHEREFORE, IT IS HEREBY ORDERED THAT:

1. On or about February 16, 2007, Debtors filed Debtors' Motion and Memorandum for an Order Pursuant to F.R.B.P. 7056 Disallowing and Expunging Eighty-Eight (88) Time-Barred Canadian Asbestos Property Damage Claims (Docket No. 14597) which covers what now amount to 35 of the Asbestos Property Damage claims listed on Exhibit A for properties located in Canada.

2. If the Court grants Debtors' pending summary judgment motion, the 35 Canadian claims will be disallowed and expunged and no further proceedings with respect to those claims will be necessary before this Court.

3. Any of the 35 Canadian claims that are not disallowed and expunged as a result of the Court's rulings on Debtors' pending summary judgment motion shall be scheduled for trial on Debtors' limitation period objections on **[INSERT] commencing at 9:00 a.m. Eastern Time each day, in Pittsburgh, Pennsylvania, or as soon thereafter as possible.**

4. Any claims that are not disallowed or expunged as a result of the foregoing limitations period trial shall be set for trial on Debtors' lack of hazard objection **on April 22, 23, and 24, 2009, commencing at 9:00 a.m. Eastern time, in Pittsburgh, Pennsylvania, or as soon thereafter as possible.** Debtors' lack of hazard objection to the individual claim filed by Anderson Memorial Hospital (Claim No. 11008) shall also be tried at that time. The pretrial schedule for the lack of hazard trial is set forth on Exhibit B to this Order.

5. Motions for summary judgment or to dismiss regarding lack of hazard may be filed by any party at any time **prior to 4:00 p.m., Eastern time, on February 20, 2009.** Responses must be filed **no later than 4:00 p.m., Eastern time, on March 18, 2009.** Replies must be filed **no later than 4:00 p.m. Eastern time, on March 25, 2009.** Any summary judgment motions or motions to dismiss that are filed shall be heard by the Court **at the Omnibus Hearing on April 1, 2009, or as soon thereafter as possible.**

6. Any of the foregoing claims that have not been disallowed or expunged after the Court rules on Debtors' lack of hazard objections shall be set for a trial on damages **on July 6, 7 and 8, 2009, commencing at 9:00 a.m. Eastern time, in Pittsburgh, Pennsylvania, or as soon thereafter as possible.** The pretrial schedule for the damages trial is set forth on Exhibit B to this Order.

7. With respect to the claim filed on behalf of Mr. Sheldon H. Solow (Claim No. 7020), the Court hereby lifts the stay so that the parties may proceed with the pre-petition appeal that was filed in the New York Supreme Court, Appellate Division—First Department.

8. This Order supersedes any and all other scheduling orders previously entered by this Court regarding Asbestos Property Damage Claims.

9. Except with respect to the Solow claim, as discussed in Paragraph 7 above, the Court shall retain jurisdiction over the Asbestos Property Damage Claims listed on Exhibit A of this Order to adjudicate the merits of Debtors' objections to those claims and damages, if any, resulting from those claims after confirmation of a Plan of Reorganization in these proceedings.

10. Within ten (10) days of entry of this Order, the Debtors will serve this Amended Order on counsel for all claimants listed on Exhibit A to this Order.

Dated: _____, 2008

Honorable Judith K. Fitzgerald
United States Bankruptcy Judge

**EXHIBIT A TO AMENDED ORDER SETTING VARIOUS DEADLINES REGARDING
OBJECTIONS TO ASBESTOS PROPERTY DAMAGE CLAIMS**

<u>Claimant</u>	<u>Claim No.</u>	<u>Counsel</u>	<u>Firm Name</u>	<u>Building Address</u>	<u>State/Province</u>
Sheldon H Solow, Solow Development Corp., et al.	007020	Edward J Westbrook	Richardson Patrick Westbrook & Brickman LLC	9 West 57 th Street New York, NY 10019	NY
Anderson Memorial Hospital	011008	Daniel A Speights	Speights & Runyan	800 North Fant Anderson, SC 29261	SC
354401 Alberta LTD. C/O Redcliff Realty Management Inc.	011620	Daniel A Speights	Speights & Runyan	287 Broadway Winnipeg, MB R3c0r9	MB (Canada)
School District 68 Nanaimo-Ladysmith	011632	Daniel A Speights	Speights & Runyan	1270 Strathmore Street Nanaimo, BC V9s2i9	BC (Canada)
Edmonton Public Schools	012377	Daniel A Speights	Speights & Runyan	12126 89 Street Edmonton, AB T5b3w4	AB (Canada)
Edmonton Public Schools	012388	Daniel A Speights	Speights & Runyan	- 6415 106 Street Edmonton, AB T6h2v5	AB (Canada)
Edmonton Public Schools	012394	Daniel A Speights	Speights & Runyan	8205 90 Avenue Edmonton, AB T6c1n8	AB (Canada)
Calgary Board Of Education	012410	Daniel A Speights	Speights & Runyan	1233 21 st Street Nw Calgary, AB T2n2l8	AB (Canada)
Calgary Board Of Education	012412	Daniel A Speights	Speights & Runyan	640 Northmount Dr Nw Calgary, AB T2k3j5	AB (Canada)
Oxford Properties Group	012421	Daniel A Speights	Speights & Runyan	10025-102 Avenue Edmonton, AB T5j2z1	AB (Canada)
Oxford Properties Group	012422	Daniel A Speights	Speights & Runyan	Between 100/101/102 & 102a St Edmonton, AB T5j2y8	AB (Canada)

Oxford Properties Group	012423	Daniel A Speights	Speights & Runyan	10088-102 Avenue Edmonton, AB T5j2z1	AB (Canada)
Calgary Board Of Education	012438	Daniel A Speights	Speights & Runyan	939 45 th St Sw Calgary, AB T3c2b9	AB (Canada)
Calgary Board Of Education	012439	Daniel A Speights	Speights & Runyan	2519 Richmond Road Sw Calgary, AB T3e4m2	AB (Canada)
Calgary Board Of Education	012442	Daniel A Speights	Speights & Runyan	120 45 th Street Sw Calgary, AB T3c2b3	AB (Canada)
Calgary Board Of Education	012443	Daniel A Speights	Speights & Runyan	3009 Morley Trail Nw Calgary, AB T2m4g9	AB (Canada)
Calgary Board Of Education	012454	Daniel A Speights	Speights & Runyan	4004-4 th St. Nw Calgary, AB T2k1a1	AB (Canada)
Calgary Board Of Education	012457	Daniel A Speights	Speights & Runyan	7430 5 th Street Sw Calgary, AB T2v1b1	AB (Canada)
City Of Edmonton	012489	Daniel A Speights	Speights & Runyan	9803 102a Avenue Edmonton, AB T5j3a3	AB (Canada)
Edmonton Public Schools	012496	Daniel A Speights	Speights & Runyan	11515 113 Avenue Edmonton, AB T5g0j3	AB (Canada)
Edmonton Public Schools	012498	Daniel A Speights	Speights & Runyan	7730 106 Street Edmonton, AB T6g0x4	AB (Canada)
Edmonton Public Schools	012500	Daniel A Speights	Speights & Runyan	9750 74 Avenue Edmonton, AB T6j1t4	AB (Canada)
Edmonton Public Schools	012501	Daniel A Speights	Speights & Runyan	13546 111 Avenue Edmonton, AB T5m2p2	AB (Canada)
Edmonton Public Schools	012503	Daniel A Speights	Speights & Runyan	12245 131 Street Edmonton, AB T5l1m8	AB (Canada)
Edmonton Public Schools	012537	Daniel A Speights	Speights & Runyan	14313 92 Street Edmonton, AB T5r3b3	AB (Canada)
Edmonton Public Schools	012541	Daniel A Speights	Speights & Runyan	5523 122 Avenue Edmonton, AB T5w1s3	AB (Canada)

Edmonton Public Schools	012542	Daniel A Speights	Speights & Runyan	6920 128 Avenue Edmonton, AB T5c1s7	AB (Canada)
Edmonton Public Schools	012546	Daniel A Speights	Speights & Runyan	10450 72 Avenue Edmonton, AB T6e0z6	AB (Canada)
Edmonton Public Schools	012548	Daniel A Speights	Speights & Runyan	10210 108 Avenue Edmonton, AB T5h1a8	AB (Canada)
Edmonton Public Schools	012549	Daniel A Speights	Speights & Runyan	13160 127 Street Edmonton, AB T5l1b2	AB (Canada)
Edmonton Public Schools	012554	Daniel A Speights	Speights & Runyan	13750 Woodcroft Avenue Edmonton, AB T5t5x9	AB (Canada)
Edmonton Public Schools	012557	Daniel A Speights	Speights & Runyan	11430 68 Street Edmonton, AB T5b1p1	AB (Canada)
Calgary Board Of Education	012570	Daniel A Speights	Speights & Runyan	220 16 th Avenue Calgary, AB T2m0h4	AB (Canada)
Edmonton Public Schools	012576	Daniel A Speights	Speights & Runyan	15004 76 Street Edmonton, AB T6c1c2	AB (Canada)
Calgary Board Of Education	012590	Daniel A Speights	Speights & Runyan	728 32 nd Street NW Calgary, AB T2n2v9	AB (Canada)
Calgary Board Of Education	012591	Daniel A Speights	Speights & Runyan	512 18 th Street NW Calgary, AB T2n2g5	AB (Canada)
Calgary Board Of Education	014885	Daniel A Speights	Speights & Runyan	4506 16 th Street SW Calgary, AB T2t4h9	AB (Canada)

**EXHIBIT B TO AMENDED ORDER SETTING VARIOUS DEADLINES REGARDING
OBJECTIONS TO ASBESTOS PROPERTY DAMAGE CLAIMS**

<u>I. Schedule for Limitations Period Hearing</u>	<u>Dates</u>
A. Non-expert discovery may commence upon the entry of this Order.	
B. Last day for depositions of witnesses.	INSERT
C. Final witness lists due.	INSERT
D. Pre-trial conference	TBD
E. Trial briefs and trial exhibits due.	INSERT
F. Limitations period Hearing	INSERT, 2009 commencing at 9:00 a.m. Eastern Time each day, in Pittsburgh, Pennsylvania or as soon thereafter as possible
<u>II. Schedule for Lack of Hazard Hearing</u>	<u>Dates</u>
A. Non-expert discovery may commence upon the entry of this Order.	
B. Designation of fact and expert witnesses and submission of expert reports addressing the lack of hazard issues by parties who did not previously submit expert reports on lack of hazard any any party who has obtained leave of court to file any such report.	2/3/09
C. Debtors' additional rebuttal expert reports on the lack of hazard issue and identification of rebuttal fact witness testimony with respect to any new matters raised by the additional experts and reports filed as outlined in II.B above.	2/17/09
D. Depositions of any expert witnesses who submits an expert report per II.B above.	2/18/09
E. Last day to file Motions for Summary Judgment on lack of hazard issue.	February 20, 2009 (4:00 p.m. EST)
F. Conclusion of all discovery on lack of hazard issue.	3/17/09
G. Responses to Summary Judgment Motions due.	March 18, 2009 (4:00 p.m. EST)
H. Final fact witness/expert witness list due, including identification of expert witnesses by issues on which experts	3/19/09

shall opine, exhibit lists, and deposition designations	
I. Preliminary pre-trial conference	TBD
J. Replies to Motions for Summary Judgment due.	March 25, 2009 (4:00 p.m. EST)
K. Pre-trial motions, including motions in limine	
1. Opening papers due	3/26/09
2. Response papers due	4/10/09
3. Replies due	4/17/09
4. Hearing on Pre-trial motions (if any)	TBD
L. Hearing on Motions for Summary Judgment	Omnibus Hearing April 1, 2009, or as soon thereafter as possible
M. Trial briefs and trial exhibits due.	4/15/09
N. Final pre-trial conference.	TBD
O. Trial on lack of hazard issue.	April 22, 23, and 24, 2009 commencing at 9:00 a.m. Eastern time, in Pittsburgh, Pennsylvania, or as soon thereafter as possible
III. Schedule for Damages Hearing	Dates
A. Non-expert discovery may commence upon the entry of this Order.	
B. Preliminary designation of fact witnesses and subject matter on which such witnesses are expected to testify or types of experts who are expected to testify and the nature of their expertise.	2/3/09
C. Supplemental identification of additional witnesses based on the disclosures outlined in III.B above	2/17/09
D. All parties to submit any expert reports on damages	3/17/09
E. Parties to submit rebuttal expert reports on damages	4/7/09
F. Depositions of expert and non-expert witnesses related to damages may begin.	4/9/09

G. Preliminary pre-trial conference on damages.	TBD
H. Conclusion of all discovery on damages	5/13/09
I. Final fact witness/expert witness lists due, including identification of expert witnesses by issues on which expert shall opine, exhibit lists, and deposition designations.	5/18/09
J. Pretrial motions, including motions in limine	
1. Opening papers due	5/26/09
2. Response papers due	6/8/09
3. Replies due	6/15/09
4. Hearing on Pre-trial motions (if any)	TBD
K. Trial briefs and trial exhibits due.	6/22/09
L. Final pre-trial conference	TBD
M. Trial on Damages	July 6, 7, and 8, 2009, commencing at 9:00 a.m. Eastern time, in Pittsburgh, Pennsylvania, or as soon thereafter as possible.